

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re

GENERAL MOTORS CORP., *et al.*,

Debtors.
-----X

Chapter 11 Case No.

09-50026 (REG)

(Jointly Administered)

CAG HOLDING AG
4050 RUE LAVOISIER
BOISBRIAND QC J7H 1R4 CANADA

1. Please carefully review the enclosed Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto.
2. In order to view the Cure Amount for the Assumable Executory Contracts to which you are a party, you must log onto: <http://www.contractnotices.com>.
3. To log on, please use the user name and password provided to you below.
4. If you have questions about the Assumable Executory Contracts or proposed Cure Amounts, you may call 1-888-409-2328 (in the United States) or 1-586-947-3000 (outside the United States).

User ID:

Password: **REDACTED**

Vendor ID

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

REGU LE

19 JUN 2009

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In re	: Chapter 11 Case No.
GENERAL MOTORS CORP., <i>et al.</i> ,	: 09-50026 (REG)
	: (Jointly Administered)
Debtors.	:
	: -----X

**NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
AND (II) CURE AMOUNTS RELATED THERETO**

PLEASE TAKE NOTICE THAT:

1. By motion dated June 1, 2009 (the "Motion"), General Motors Corporation ("GM") and its debtor subsidiaries, as debtors in possession (collectively, the "Debtors" or the "Company"),¹ sought, among other things, authorization and approval of (a) the sale of substantially all the Debtors' assets pursuant to that certain Master Sale and Purchase Agreement and related agreements (the "MPA") among the Debtors (the "Sellers") and Vehicle Acquisition Holdings LLC (the "Purchaser"), a purchaser sponsored by the United States Department of the Treasury (the "U.S. Treasury") (the "363 Transaction"), free and clear of liens, claims, encumbrances, and interests, (b) certain proposed procedures to govern the sale process and provide for the submission of any competing bids for substantially all the Debtors' assets (the "Sale Procedures"), (c) the assumption and assignment of certain executory contracts (the "Contracts") and unexpired leases of personal property and of nonresidential real property (collectively, the "Leases") in connection with the 363 Transaction, (d) that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") to be executed at the closing of the 363 Transaction (the "UAW Retiree Settlement Agreement"), and (e) scheduling a final hearing for approval of the 363 Transaction (the "Sale Hearing").²

¹ The Debtors and their respective Tax ID numbers are as follows: General Motors Corporation, Tax ID No. 38-0572515; Saturn, LLC, Tax ID No. 38-2577506; Saturn Distribution Corporation, Tax ID No. 38-2755764; and Chevrolet-Saturn of Harlem, Inc., Tax ID No. 20-1426707.

² Copies of the Motion and the MPA (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors' claims and noticing agent, The Garden City Group, Inc., at <http://www.gmcourtdocs.com>.

2. The MPA, which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all the Debtors' assets, defined as the "Purchased Assets" in Section 2.2(a) of the MPA, including certain Contracts and Leases, subject to higher or better offers.

3. The MPA contemplates, and the proposed order approving the Motion (the "Sale Order"), if approved, shall authorize the assumption and assignment to the Purchaser of certain Contracts and Leases pursuant to section 365 of title 11, United States Code (the "Bankruptcy Code"). The Sellers maintain a schedule containing Contracts and Leases that the Debtors may assume and assign to the Purchaser (collectively, the "Assumable Executory Contracts"). You are receiving this Notice because you are a party to one or more of the Assumable Executory Contracts.

4. **THE SCHEDULE CONTAINS A LIST OF ASSUMABLE EXECUTORY CONTRACTS THAT MAY BE ASSUMED. THE PURCHASER RESERVES THE RIGHT UNDER THE MPA TO EXCLUDE ANY ASSUMABLE EXECUTORY CONTRACT FROM THE LIST OF ASSUMABLE EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED BY NO LATER THAN THE DESIGNATION DEADLINE DISCUSSED IN PARAGRAPH 13 BELOW.**

5. The Debtors maintain a secure website which contains information about your Assumable Executory Contract, including amounts that the Debtors believe must be paid to cure all prepetition defaults under the respective Assumable Executory Contracts as of the Commencement Date in accordance with section 365(b) of the Bankruptcy Code (the "Cure Amounts"). In order to view the Cure Amount for the Assumable Executory Contract to which you are a party, you must log onto <http://www.contractnotices.com> (the "Contract Website"). To log on, please use the user name and password provided to you with this notice. The username and password will enable you to access the Cure Amount for the particular Assumable Executory Contract to which you are a party.

6. Please review the Cure Amount for your Assumable Executory Contract. In some instances, additional terms or conditions of assumption and assignment with respect to a particular Assumable Executory Contract are provided on the Contract Website.

7. Objections, if any, to the proposed assumption and assignment of the Assumable Executory Contracts (the "Contract Objections"), including objections to the Cure Amount, must be made in writing and filed with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") so as to be received **no later than ten (10) days after the date of this Notice** (the "Objection Deadline") by (i) the Debtors, c/o General Motors Corporation, Cadillac Building, 30009 Van Dyke Avenue, Warren, Michigan 48090-9025 (Attn: Warren Command Center, Mailcode 480-206-114); (ii) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (iii) the U.S. Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the Purchaser, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the attorneys for the Creditors Committee; (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael

J. Edelman, Esq. and Michael L. Schein, Esq.); and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.).

8. If a timely Contract Objection is filed solely as to the Cure Amount (a "Cure Objection"), then the Assumable Executory Contract shall nevertheless be assumed and assigned to the Purchaser on the Assumption Effective Date (as hereinafter defined), the Purchaser shall pay the undisputed portion of the Cure Amount on or as soon as reasonably practicable after the Assumption Effective Date, and the disputed portion of the Cure Amount shall be determined as follows and paid as soon as reasonably practicable following resolution of such disputed Cure Amount: To resolve the Cure Objection, the Debtors, the Purchaser, and the objecting non-Debtor counterparty to the Assumable Executory Contract (the "Non-Debtor Counterparty") shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. The Call Center (as defined in paragraph 18) has been established by the Debtors for this purpose. If the Debtors determine that the Cure Objection cannot be resolved without Bankruptcy Court intervention, then the Cure Amount will be determined as follows: (a) with respect to Assumable Executory Contracts pursuant to which the Non-Debtor Counterparty has agreed to an alternative dispute resolution procedure, then, according to such procedure; and (b) with respect to all other Assumable Executory Contracts, by the Bankruptcy Court at the discretion of the Debtors either at the Sale Hearing or such other date as determined by the Bankruptcy Court.

9. If a timely Contract Objection is filed that objects to the assumption and assignment on a basis other than the Cure Amount, the Debtors, the Purchaser, and the objecting Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. If the Debtors determine that the Contract Objection cannot be resolved without Bankruptcy Court intervention, then, at the discretion of the Sellers and the Purchaser, the Contract Objection shall be determined by the Bankruptcy Court at the Sale Hearing or such other date as determined by the Bankruptcy Court. If the Bankruptcy Court determines at such hearing that the Assumable Executory Contract should not be assumed and assigned, then such Executory Contract or Lease shall no longer be considered an Assumable Executory Contract.

10. If the Debtors, the Purchaser, and the Non-Debtor Counterparty resolve any Contract Objection, they shall enter into a written stipulation (the "Assumption Resolution Stipulation"), which stipulation is not required to be filed with or approved by the Bankruptcy Court.

11. If you agree with the respective Cure Amount(s) listed in the Contract Website with respect to your Assumable Executory Contract, and otherwise do not object to the Debtors' assumption and assignment of your Assumable Executory Contract, you are not required to take any further action.

12. Unless a Contract Objection is filed and served before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Assumable Executory Contract and the Cure Amount for your Assumable Executory Contract, and you shall be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the Purchaser.

13. Up to the date that is thirty (30) days following the closing of the 363 Transaction, or if such date is not a Business Day (as defined in the MPA), the next Business Day, or such other later date as mutually agreed upon by the Purchaser and the Debtors (the "Designation Deadline"), the Purchaser may, in its sole discretion, subject to certain limitations specified in the MPA (applicable only as between the parties thereto), exclude any of the Assumable Executory Contracts by providing notice on the Contract Website. Upon such designation, the Contract or Lease referenced therein shall no longer be considered an Assumable Executory Contract, shall not be deemed to be, or to have been, assumed or assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors. Until the Designation Deadline, the Purchaser also may, subject to certain limitations specified in the MPA (applicable only as between the parties thereto) designate additional Contracts or Leases as Assumable Executory Contracts to be assumed and assigned by providing notice to the affected Non-Debtor Counterparties. The Contract Website shall be updated from time to time to reflect the then current status of your Contract or Lease as well as the proposed effective date (the "Proposed Assumption Effective Date"), if any, of the assumption and assignment of particular Contracts or Leases.

14. The Debtors' decision to assume and assign the Assumable Executory Contracts is subject to Bankruptcy Court approval and consummation of the 363 Transaction, and, absent such consummation, each of the Assumable Executory Contracts will not be assumed or assigned to the Purchaser and shall in all respects be subject to further administration under the Bankruptcy Code. All Assumable Executory Contracts will be assumed and assigned to the Purchaser on the date (the "Assumption Effective Date") that is the later of (i) the Proposed Assumption Effective Date and (ii) the date following expiration of the Objection Deadline if no Contract Objection, other than to the Cure Amount, has been timely filed, or, if a Contract Objection, other than to the Cure Amount, has been filed, the date of the Assumption Resolution Stipulation or the date of a Bankruptcy Court order authorizing the assumption and assignment to the Purchaser of the Assumable Executory Contract. Until the Assumption Effective Date, assumption and assignment of the Assumable Executory Contracts is subject to the Purchaser's rights to modify the designation of Assumable Executory Contracts as set forth in paragraph 13 above. Except as otherwise provided by the MPA, the Purchaser shall have no rights in and to a particular Assumable Executory Contract prior to the Assumption Effective Date.

15. The inclusion of any document on the list of Assumable Executory Contracts shall not constitute or be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or Lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved.

16. Any Contract Objection shall not constitute an objection to the relief generally requested in the Motion (e.g., the sale of the Purchased Assets by the Debtors to the Purchaser free and clear of liens, claims, encumbrances, and interests), and parties wishing to object to the relief generally requested in the Motion must file and serve a separate objection in accordance with the procedures approved and set forth in the order of the Bankruptcy Court approving the Sale Procedures.

17. If a party other than the Purchaser is determined to be the highest or best bidder for the assets to be sold pursuant to the 363 Transaction, you will receive a separate notice

providing additional information regarding the treatment of your Contract or Lease; *provided, however*, that if the applicable Cure Amount has been established pursuant to the procedures set forth in this Notice, it shall not be subject to further dispute if the new purchaser seeks to acquire such contract or Lease.

18. If you have questions about the Assumable Executory Contracts or proposed Cure Amounts, you may call 1-888-409-2328 (in the United States) or 1-586-947-3000 (outside the United States) (the "Call Center").

Dated: New York, New York
June 5, 2009

/s/ Stephen Karotkin

Harvey R. Miller

Stephen Karotkin

Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

EXHIBIT B

Raufoss Automotive Components Canada, LP**General Motors List of open items****As of May 31, 2009**

Customer Number/Name/				1 to 30	31 to 60	61 to 90	Over 90	
Document Type/Number	Doc. Date	Due Date	Current	Days	Days	Days	Days	Total
GEN140	General Motors Corporation							
IN 1206	06/19/2008	08/02/2008					13,513.28	13,513.28
IN 1285	09/09/2008	11/02/2008					8,599.36	8,599.36
IN 1296	09/25/2008	11/02/2008					12,284.80	12,284.80
IN 1356	02/10/2009	04/02/2009			918.08			918.08
IN 1361	02/19/2009	04/02/2009			545.10			545.10
IN 1372	03/12/2009	05/02/2009		2,531.60				2,531.60
IN 1373	03/12/2009	05/02/2009		2,531.60				2,531.60
IN 1384	03/19/2009	05/02/2009		2,531.60				2,531.60
IN 1385	03/19/2009	05/02/2009		2,531.60				2,531.60
IN 1386	03/23/2009	05/02/2009		40,505.60				40,505.60
IN 1387	03/23/2009	05/02/2009		12,658.00				12,658.00
IN 1403	04/09/2009	06/02/2009	49,366.20					49,366.20
IN 1404	04/09/2009	06/02/2009	49,366.20					49,366.20
IN 1416	05/01/2009	07/02/2009	15,695.92					15,695.92
IN 1417	05/01/2009	07/02/2009	15,695.92					15,695.92
IN 1422	05/11/2009	05/25/2009		49,290.00				49,290.00
IN 1423	05/11/2009	05/25/2009		49,290.00				49,290.00
IN 1430	05/19/2009	06/10/2009	68,611.68					68,611.68
IN 1431	05/19/2009	06/10/2009	68,611.68					68,611.68
Customer Total (EUR):			267,347.60	161,870.00	1,463.18	0.00	34,397.44	465,078.22
GEN150	General Motors Corporation							
IN 2009051101	05/11/2009	05/25/2009		108,493.06				108,493.06
IN 2009051401	05/14/2009	05/25/2009		97,657.08				97,657.08
IN 2009051402	05/14/2009	05/25/2009		97,657.08				97,657.08
IN 2009051901	05/19/2009	06/10/2009	89,165.16					89,165.16
IN 2009051902	05/19/2009	06/10/2009	97,657.08					97,657.08
IN 2009052601	05/26/2009	06/10/2009	68,611.68					68,611.68
IN 2009052602	05/26/2009	06/10/2009	68,611.68					68,611.68
IN 2009052603	05/26/2009	06/10/2009	108,493.06					108,493.06
IN 2009052801	05/28/2009	06/10/2009	93,411.12					93,411.12
IN 2009052802	05/28/2009	06/10/2009	93,411.12					93,411.12
IN 2009052803	05/28/2009	06/10/2009	101,903.04					101,903.04
IN 2009052804	05/28/2009	06/10/2009	101,903.04					101,903.04
IN 2009052901	05/29/2009	06/10/2009	11,029.28					11,029.28
IN 2009052902	05/29/2009	06/10/2009	11,029.28					11,029.28
			845,225.54	303,807.22	0.00	0.00	0.00	1,149,032.76
			Other minor reconciliation items -->					27,764.11
Customer Total (USD):								1,176,796.87

Page : 1
Company : 150

222

CU144

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Receipt Date

Print parent/child relation
From Receipt Procedure Step

: No parent
 :

Document	Doc. Date	Due Date	Ovd	Pro	Cur	Amount	Amount in NOK	Balance Amount	Balance in NOK	Ref. PUS
Sales Invoices										
Company	: 150	Business Partner	: COT144			General Motors Corporation		ZCA		
		Kreditlimit	:			0,00	Kreditlimit versichert:	0,00		
INN 10000812	10-10-2007	03-12-2007	570	USD		7.790,00	42.404,87	5.865,48	31.928,75	
INN 10000817	12-10-2007	03-12-2007	570	USD		21.560,00	117.361,86	21.560,00	117.361,86	
INN 10000825	24-10-2007	03-12-2007	570	USD		1.960,00	10.533,45	1.960,00	10.532,45	
INN 10000874	30-11-2007	02-01-2008	540	USD		2.450,00	13.450,50	2.450,00	13.450,50	
INN 10000885	04-12-2007	02-02-2008	509	USD		570,00	3.139,22	289,11	1.592,25	
INN 10000984	26-02-2008	02-04-2008	449	USD		3.920,00	21.761,02	3.920,00	21.761,02	
INN 10000986	27-02-2008	02-04-2008	449	USD		14.700,00	81.603,82	14.700,00	81.603,82	
INN 10001009	05-03-2008	03-05-2008	418	EUR		1.932,60	15.699,20	1.913,60-	15.543,87-	
INN 10001178	11-07-2008	02-09-2008	296	EUR		1.141,08	9.268,81	1.141,08	9.268,81	
INN 10001180	13-08-2008	03-10-2008	265	EUR		3.958,20	32.151,83	3.958,20	32.151,83	
INN 10001185	13-08-2008	03-10-2008	265	USD		4.560,00	25.313,84	4.560,00	25.313,84	
INN 10001199	19-08-2008	03-10-2008	265	USD		760,00	4.218,97	760,00	4.218,97	
INN 10001272	13-10-2008	03-12-2008	204	USD		574,08	3.186,88	574,08	3.186,88	
INN 10001456	23-04-2009	02-06-2009	23	USD		1.834,34	12.473,51	1.834,34	12.473,51	
INN 10001468	29-04-2009	02-06-2009	23	EUR		2.160,00	19.008,00	2.160,00	19.008,00	
INN 10001480	06-05-2009	03-07-2009		EUR		3.240,00	28.512,00	3.240,00	28.512,00	
INN 10002336	30-09-2008	02-11-2008	235	USD		107,64	597,54	107,64	597,54	
INN 10002522	22-01-2009	05-03-2009	112	USD		802,23	5.455,16	802,23	5.455,16	
INN 10002553	09-02-2009	02-04-2009	84	CAD		90,05	530,04	90,05	530,04	
INN 10002564	16-02-2009	02-04-2009	84	CAD		1.560,94	9.187,85	1.560,94	9.187,85	

Date : 25-06-09 [12:26, Eur]

OPEN ENTRIES BY BUSINESS PARTNER
Rafoss Technology AS Home currency : NOK Norway Kroner

Page : 2
Company : 150

Document	Doc. Date	Due Date	Ovd Pro	Cur	Amount	Amount in NOK	Balance Amount	Balance in NOK	Ref. PUS
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Sales Invoices		Business Partner		CUI14		General Motors Corporation		ZCA	
Company	: 150	Creditlimit	:	0,00	Kreditlimit versichert:	0,00			
INV 10002593	03-03-2009	03-05-2009	53	USD	1.644,58	11.183,14	1.644,58	11.183,14	
INV 10002613	03-03-2009	03-05-2009	53	USD	43.897,61	298.503,75	2.973,30-	20.218,44-	
INV 10002661	22-04-2009	22-04-2009	64	USD	54.792,94	372.591,99	54.792,94	372.591,99	
INV 10002715	02-06-2009	02-06-2009	23	USD	57.335,58	366.947,71	57.335,58	366.947,71	
INV 10002741	17-06-2009	02-08-2009		USD	36.349,47	360.636,61	56.349,47	360.636,61	
TOTAL FOR BUSINESS PARTNER CUI14					1865.719,57	1503.732,22			

TOTAL	1865.719,57	1503.732,22
Total for Currency	USD 275.608,47	226.532,15
Total for Currency	EUR 12.431,88	8.585,68
Total for Currency	CAD 1.650,99	1.650,99